

**STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY**

IN THE MATTER OF:

File No. 04-144-CZ

**NEW ACCESS COMMUNICATIONS,
LLC**

Respondent.

AG No. 200407987

_____ /

ASSURANCE OF DISCONTINUANCE

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Dated Filed: June 2, 2004

**In the Matter of
New Access Communications LLC**

**ASSURANCE OF VOLUNTARY
COMPLIANCE/ASSURANCE OF
DISCONTINUANCE**

This Assurance of Voluntary Compliance/Assurance of Discontinuance ("Assurance") is entered between the Attorneys General of the States of Colorado, Iowa, Michigan, Minnesota, Nebraska, North Dakota, Ohio, Texas and Wisconsin, the Montana Consumer Protection Office, the Staff of the Public Utilities Commission of Ohio,¹ the Public Service Commission of Montana (collectively the "States")² and New Access Communications LLC, a telecommunications company with its principal place of business at 801 Nicollet Mall, Suite 350, Minneapolis, Minnesota 55402.

ALLEGATIONS

The States allege that New Access engaged in the following conduct:

A. New Access has offered and sold in the States a package of combined local and long-distance phone services. The company did not directly provide these services. It purchases

¹ Upon execution by all of the States and New Access, this Assurance will be immediately filed with the Public Utilities Commission of Ohio (Ohio Commission) with the Ohio Commission's Staff recommendation that it be adopted by the Ohio Commission. The States and New Access understand that this Assurance is not binding on the Ohio Commission unless and until adopted by its order. Upon execution of this Assurance by all of the States and New Access, this Assurance will be immediately filed with the Montana Public Service Commission (Montana PSC) with the Montana PSC's Staff recommendation that it be adopted by the Montana PSC. The States and New Access understand that this Assurance is not binding on the Montana PSC unless and until adopted by its order.

² This Assurance is entered under the following statutory authority:

Colorado - C.R.S. 6-1-110(2) (2003)

Michigan - MCL 445.906

Minnesota - Minn. Stat. § 8.31, subd. 2 (2002)

Montana - MCA 30-14-112; MCA 69-3-1305

Nebraska - Neb. Rev. Stat. § 59-1601, et seq. (Reissue 1998) and Neb. Rev. Stat. § 87-301 et seq. (Reissue 1999 & Cum. Sup. 2002).

North Dakota - N.D.C.C. § 51-15-06.1

Ohio - R.C. § 1345.01 et seq. and R.C. Title 49

Texas - Tex. Bus. & Com. Code Ann. § 17.58 (Vernon 2002)

Wisconsin - Wis. Stat. § 100.18(11)(e)

phone service from Regional Bell Operating Companies and re-sells the service to consumers. New Access sells its service exclusively through telemarketing.

B. In its telemarketing of consumers, New Access engaged in a pattern of deceptive practices, both in its scripts and by off-script misrepresentations.

1. New Access' telemarketing scripts have included a representation of "15% off" and a script in which the consumer was told: "by selecting from one of our three innovative and competitive plans, how much you'll pay each month is now up to you." These scripts were deceptive and misleading because they failed to disclose the following: (1) regulatory fees that constitute a significant percentage of local phone service charges; (2) that the package price did not include intrastate long distance charges, which were billed at a high per minute rate; (3) switch fees imposed by the local carrier; and (4) in some of the scripts, that the package price include the cost of additional features the consumer had on his or her line with local telephone service (e.g., call waiting, voice messaging, no solicitation).

2. New Access also has engaged in a pattern of off-script representations that were remarkably consistent across the States and continued from the first year of operation of the company to this year. Among the more common misrepresentations were the following: (1) that the consumer was not being asked to switch from his or her existing carrier, that New Access was part of or calling from the consumer's existing carrier, that New Access was taking over for the consumer's existing carrier, that the existing carrier was going out of business, or similar misrepresentations; (2) that the price for optional features was less than the actual price or that New Access added unrequested optional features; (3) that the consumer would save a specific percentage on his or her phone bill, including all charges; (4) that the consumer was guaranteed to save money on his or her phone bill; and (5) that the price for calls to certain countries or places is lower than the actual charge.

C. Hundreds of consumers have filed complaints with state regulators about New Access, many of whom describe deceptive telemarketing conduct. Complaint levels have been extraordinarily high for a company with a small market share.

D. In addition to complaints about telemarketing deception, many consumers complained about being switched to New Access without their authorization. In part, these complaints are the result of a "presumptive acceptance" in the New Access telemarketing scripts. This means that New Access does not ask the consumer whether he or she wanted to switch to New Access, but instead just starts collecting information about the consumer's current service and transfers the call to the "verifier" unless the consumer objects. This tactic is especially problematic with populations vulnerable to telemarketing fraud, such as the elderly, non-native English speakers and the mentally ill or diminished. In fact, New Access customers are disproportionately elderly.

NEW ACCESS RESPONSE

New Access responds to the States' allegation as follows:

A. New Access denies the States' allegations, except as admitted or qualified below. New Access also denies the allegations contained in the complaint filed on December 29, 2003, by the Minnesota Attorney General; and all other allegations made against New Access during the course of the States' investigation of New Access.

B. As to the States' general description of New Access' business in Paragraph A, New Access is a Competitive Local Exchange Carrier (CLEC), in the business of buying local and long distance telephone services at wholesale from the Regional Bell Operating Companies (RBOCs) and other providers. New Access bundles telephone services purchased at wholesale and resells them in the form of telephone service packages to customers. New Access sells its services almost exclusively through telemarketing.

C. New Access believes that the evidence in any trial would show that it would be against the economic interest of New Access to misrepresent the nature or price of its services to potential customers in light of competitive alternatives and the ease of switching providers; that New Access can only make money if it has satisfied, long term customers who pay their bills; that New Access invests a substantial amount of money to capture each new customer; and that New Access could not benefit economically from misrepresenting its services or switching customers to its service without authorization.

D New Access denies all of the allegations of Paragraphs B, C and D and their subparagraphs. New Access believes that if this case were litigated, the evidence would show that:

1. New Access contracted with independent, commercial telemarketing agencies, which, in turn, employed individual telephone salespeople. These independent salespeople used prepared scripts, which fairly presented the New Access's products in accord with applicable consumer protection regulations.

2. New Access's disclosure of taxes and fees was in accord with applicable law and consistent with industry practice in marketing telecommunications services. It is common in the industry to quote package prices that do not include such charges, and their omission does not render an advertisement or sales presentation misleading or deceptive, or otherwise violate any law. New Access's practice in disclosing taxes and fees in its marketing was not only consistent with industry standards, but often exceeded industry standards.

3. New Access prohibited the kind of off-script representations alleged by the States as violations of law, and took reasonable steps to manage its sales process. New Access believes that the evidence would show that any off-script misrepresentations were made by third-party contractors acting outside of the scope of their authority. New Access further

maintained a rigorous third-party verification process which exceeded the requirements of state and federal law. New Access' verification process included full disclosure of relevant rates and charges, confirmed that consumers understood they were switching their phone service, and required clear "yes" answers to multiple separate questions intended to convey a clear understanding about the transaction.

4. New Access has never purchased age-sorted telmarketing lists, or in any way whatsoever attempted to target the elderly. In fact, New Access, on its own initiative, adopted rigorous extra procedures, including a callback program, to ensure that its older customers fully understood New Access's products.

5. New Access's complaint level comports with industry norms for carriers engaged in telemarketing in the consumer mass market.

GENERAL PROVISIONS

1. This Assurance is not and shall not be considered an admission of a violation of law for any purpose.

2. New Access has read and understands this Assurance and enters into it voluntarily.

3. New Access has been advised by its legal counsel of the meaning and effect of each provision of this Assurance.

4. An Order or judicial approval of this Assurance shall be entered, without further notice, ex parte by the Attorney General in the following states: Minnesota, Montana, Nebraska, North Dakota and Texas.

5. Service of the Order may be made upon New Access by mailing a copy of the Order to Thomas F. Pursell, Esq., Lindquist & Vennum, 444 Cedar Street, Suite 1700, St. Paul, Minnesota 55102-2146.

6. Steven C. Clay declares that he is the Carrier Services President and General Counsel of New Access and, as such, has been authorized to enter this Assurance on behalf of New Access.

7. This Assurance constitutes a full and final resolution between the States and New Access of all claims brought by the States for the alleged conduct described in this Assurance, up to and including the date of the signing of this Assurance on behalf of the States. Nothing precludes the States from future investigations of New Access' future marketing practices or the imposition of additional remedies for such future marketing practices.

8. This Assurance contains the entire agreement among the parties. Except as otherwise provided herein, this Assurance shall be modified only by a written instrument signed by or on behalf of each Attorney General/Commission and New Access. To seek a modification of this Assurance, New Access shall send a written request for modification to the States. The States shall respond within 30 days of receiving such request as follows:

A. If any State subsequently enacts or promulgates any legislation, rule, or regulation that is inconsistent with any provision of this Assurance, or if the applicable law of the State shall otherwise change so as to be inconsistent with any provision of this Assurance, the States shall agree to modify such provision to the extent necessary to eliminate such inconsistency. At the conclusion of the 30-day period referenced above, New Access reserves all rights to pursue any legal or equitable remedies that may be available to it to request modification under this sub-paragraph 8(a).

B. If New Access requests modification of this Assurance for any reason other than as set forth in subparagraph (a) above, the States shall give such petition reasonable consideration. Any such modification, however, shall be in the sole discretion of the States.

DEFINITIONS

9. The term "COMPLAINT" shall mean any notification New Access receives (or has received) from a consumer either directly or through an intermediary, whether oral or written, of the following: unrealized savings or unexpected costs with respect to any aspect of the telephone service(s) that the consumer claims (or claimed) were represented by or on behalf of New Access to the consumer prior to or at the time of the sale of the services; representations that New Access was affiliated with another local exchange carrier or that the New Access telemarketer was calling from or in connection with another local exchange carrier; other misrepresentations of terms, price or affiliations; an unauthorized switch in consumer's telephone service to New Access or unauthorized charges by New Access; or New Access billing the consumer past the date of cancellation of service.

10. "CONSUMER" shall mean a purchaser or potential purchaser of residential local and long distance telephone services.

11. "FEATURES" shall mean any vertical feature subject to resale under the most current tariff on file with the state government of the local exchange carrier whose services New Access resells, and voice messaging or similar services to the extent offered by New Access and not included in the tariff.

12. The term "REGULATORY FEES" shall include: the Federal Access Charge (End user Common/Subscriber Line Charge), E911 fees, Universal Service Fund (if assessed on a variable basis, New Access shall use the prior quarter's fee as an estimate of the cost to the consumer), Local Number Portability, Telecommunications Relay Service, Telephone Assistance Plan, or similar future charges required to be charged by government entities.

13. A "LINE LOSS NOTIFICATION REPORT" is information provided to a carrier informing it that its customer has switched to a competitor.

REMEDIES

Injunction

14. New Access and its employees, officers, directors, agents, successors, assignees, affiliates, independent contractors, merged or acquired predecessors, parent or controlling entities, subsidiaries, and all other persons acting in concert or participation with it, are permanently enjoined from:

A. Failing to provide a toll free telephone number connecting to a live person for customer service to all new customers within seven days of authorization to change local and/or long distance service providers to New Access.

B. Failing to notify the States of any future complaints. New Access shall notify the States by sending quarterly reports for a period of two years from the effective date of this Assurance to the individuals identified in Exhibit A. Such reports shall include: the name, address, and telephone number of the consumer, date of the complaint, description of the subject matter of the complaint and the requested relief, whether New Access believes it has resolved the complaint to the consumer's satisfaction, the amount of any credit or refund issued and copies of all written complaints and correspondence sent to or from the consumer.

C. Failing, in a telemarketing call, to obtain the consumer's express affirmative consent to switch telephone service to New Access in direct response to an immediately preceding question from the New Access telemarketer prior to transferring the consumer to an independent verification service.

D. Failing, in a telemarketing call, to make the following disclosure in a clear and prominent manner during the initial telemarketing solicitation prior to obtaining consumer consent or verification of consent:

In addition to the [price] plus taxes, you will be charged approximately \$---- in regulatory fees. [Telemarketer must read the average of the estimated highest and

lowest amounts being charged in regulatory fees. The estimates must be based upon the most accurate and current information available.]

E. Offering, in a telemarketing call, telephone service that allows or provides for the carry over of features outside of the package to consumers without:

1. Making the following disclosures in a clear and prominent manner during the initial telemarketing solicitation prior to obtaining consumer consent or verification of consent:

Q: Do you have any features on your line with your current provider like call waiting, voice messaging, or call block [if the costs of call waiting, voice messaging or call block are not included in the package price]?

[If consumer has any features (those listed or others) the cost of which is not included in the package price:]

None of these services are included in the [price] plus taxes and regulatory fees. If you wish to carry these features over, you will be charged as follows:

[Telemarketer must go through each feature consumer has, the cost of which is not included in the package price, and tell him or her the price for each: e.g., \$__ a month for call waiting, \$__ a month for voice messaging, \$__ a month for no solicitation] in addition to the [price] plus taxes and the regulatory fees we discussed.

Q: Do you wish to authorize New Access to provide any of these services for the additional prices I have disclosed to you?; and [if consumer says yes:]

2. Obtaining separate authorization from the consumer for each feature the consumer wishes to authorize New Access to provide, the cost of which is not included in the package price prior to obtaining consumer verification of consent.

F. Offering, in a telemarketing call, a package of local and long distance telephone services to consumers that includes a specified number of long distance minutes which includes interstate calls only without making the following disclosure in a clear and prominent manner during the initial telemarketing solicitation prior to obtaining consumer consent or verification of consent:

Please note that the [package price] does not include long distance calls within [state]. Should you make any long distance calls to telephone numbers within [state], this will cost you [most up to date in-state long distance price] a minute in addition to the [package price] plus taxes and regulatory fees.

G. Causing the telephone service of a consumer older than 62 years to be switched to New Access as a result of a telemarketing call unless:

1. New Access records, with the consumer's consent, a telephone call made on a day following the date of the verification in which the consumer provides express affirmative consent to switch telephone service to New Access in direct response to an immediately preceding question from the New Access telemarketer; or

2. New Access obtains from the consumer written consent to switch telephone service to New Access.

H. Representing, directly or indirectly, during any telemarketing call that New Access is the consumer's current or another local exchange carrier, is affiliated with the consumer's current or another local exchange carrier, that the consumer is required to switch to telephone service by New Access, or any similar misrepresentation of affiliation with the consumer's current or another local exchange carrier.

I. Continuing to bill consumers for local or long distance telephone service without conducting a monthly audit (provided it has received the necessary electronic data from the carrier whose services it sells) as described below:

1. New Access shall compare the Billing Telephone Numbers (BTN's) of consumers that have disappeared from the monthly list of BTN's New Access purchases wholesale from such carrier to the BTN's for which New Access has received a line loss notification report from such carrier;

2. for each BTN for which New Access is no longer being billed by such carrier but for which New Access has not received a line loss notification report from such

carrier up until the date of the audit, New Access shall conduct an investigation to be concluded within 15 days to determine whether the consumer remains a customer of New Access; and

3. for each consumer who New Access determines no longer remains a customer of New Access as a result of the investigation conducted pursuant to subparagraph (2), New Access shall promptly contact such carrier to obtain the loss date, cease billing the consumer, and refund within 30 days any amounts the consumer paid to New Access for the period after the loss date, if any.

J. Failing, during each telemarketing call, to make an audiotape recording of the entire solicitation call and to inform the consumer that the call is being recorded. New Access shall promptly inform the consumer that the call is being recorded after the telemarketer introduces himself or herself and states the name of the company. This paragraph shall be in effect for one year from the effective date of the Assurance. This paragraph shall apply to all telemarketing calls by New Access in the United States, not just telemarketing calls to citizens in the States executing this Assurance.

K. Failing to keep, or require its independent verifiers to keep, for four years, the following records or failing to produce such records on request by the State:

1. All telemarketing scripts, including outbound, inbound, rebuttal, questions and answer, consumer service or other scripts used in interactions with consumer;
2. All written consumer complaints and the name and identifying information of all oral complainants;
3. All verification tapes, whether successfully verified or rejected by the verifier, including the tape recordings required under subparagraphs G above; and
4. All telemarketing solicitation tapes required to be recorded under subparagraph J above. Notwithstanding any other provision of this Assurance, New Access need

only retain a tape of calls for which New Access attempted to verify a completed sale by any method (whether or not the verification was successful).

Payments to States

15. New Access shall pay the sum of \$750,000 to the States. New Access shall pay this sum as follows:

A. \$250,000 within seven (7) days of execution of this Assurance by all parties; and

B. \$250,000 no later than 120 days after the due date of the first payment; and

C. \$250,000 no later than 120 days after the due date of the second payment.

All unpaid sums shall be immediately due and owing on purchase of the company, or on the purchase of a majority of its assets, or on a merger with another entity. New Access shall make payments by cashier's check sent to the person and address, and in the form and amount, identified in Exhibit A.

16. Payments to the States shall be used as determined by the Attorneys General/Commissions who are parties to this Assurance for civil penalties, attorneys' fees and investigative costs, consumer education, litigation, public protection or local consumer aid funds, at the discretion of each State as allowed by each State's law.³

³ With respect to Colorado, such funds, including interest thereon, shall be held by the Colorado Attorney General in trust to be used, first, for actual costs and attorney fees incurred by the Colorado Attorney General in this matter and, second, for consumer education and for consumer fraud and/or antitrust enforcement efforts.

Restitution

17. New Access shall provide the States with a list of customers and former customers known by New Access to have complained about its solicitations or services. The list shall be provided by New Access within ten (10) days of the effective date of this Assurance⁴ to the persons' addresses identified in Exhibit A. Each State shall send a letter notice on Attorney General (and/or Commission, where applicable) letterhead in the form of Exhibit B to each such complainant, along with a Claim Form in the format set forth in Exhibit C, by first class U.S. Mail. New Access and each State also shall provide a Claim Form to New Access customers or former customers who complain during the 90-day period following the effective date of this Assurance.

18. New Access shall establish a P.O. Box to which consumers may return the Claim Forms. An envelope addressed to "New Access Restitution Claims" at the P.O. Box shall be sent with each letter. Consumers shall have until September 15, 2004 to submit a claim for restitution by returning a Claim Form to New Access.

19. Each consumer submitting a Claim Form requesting a \$50 refund shall be eligible for a \$50 restitution payment, unless New Access or the consumer request that the amount of restitution be determined by arbitration, as provided in paragraph 20. Each consumer requesting arbitration shall receive restitution in an amount determined by arbitration, as provided in paragraph 20. New Access shall make \$50 payments to consumers, or request arbitration, within fourteen (14) days of receiving a Claim Form requesting a \$50 restitution payment. New Access shall make payments required by the Arbitrator within fourteen (14) days of the consumer's acceptance of the arbitration award.

⁴ The effective date of this Assurance shall be the date on which the Assurance is executed by all parties.

20. Arbitration. Arbitrations shall occur as follows:

A. Arbitrations shall be conducted by Patrick Fitzgerald, retired Judge of Hennepin County District Court. Arbitrations will be arranged and administered by the Minnesota Attorney General's Office at the request of New Access or the consumer, as provided in paragraph 19. All arbitrations shall be conducted by telephone.

B. Both the consumer and New Access shall have the opportunity to provide the Arbitrator with documents or a letter explaining their positions prior to the arbitration. The Arbitrator shall consider any relevant information either side chooses to submit. The consumer and New Access shall be given a fair opportunity to address the issues, but only the arbitrator is entitled to ask questions to either side. New Access shall not be represented by counsel if the consumer is not represented by counsel.

C. The Arbitrator may award any remedy appropriate to compensate the consumer for his or her loss. The arbitrator may make this award if the consumer establishes that he or she met one of the criteria set forth on the Claim Form. The arbitrator shall promptly rule, generally at the time of the hearing. The consumer shall have 30 days from the date of the arbitration award to either accept or reject the award. If an award is not accepted by the consumer within 30 days, the award shall be deemed rejected.

D. The arbitration shall be binding on New Access and binding on the customer only if the customer accepts the award. All costs of the arbitration shall be paid for by New Access.

21. New Access shall within thirty (30) days of the effective date of this Assurance, establish a trust account known as the "New Access Restitution Trust Account." The trust account shall be established with a state or federally chartered bank with which New Access has

no substantial business relationship. New Access warrants that it will not establish a substantial business relationship with this bank until the trust account is fully disbursed. The bank or its designee shall act as trustee of the account. New Access shall deposit \$250,000 in the trust account on its establishment. The trust account funds, including any interest earned on the account, shall be used only for the following purposes:

- A. to pay restitution to consumers as provided herein;
- B. to pay reasonable costs incurred by the States for the mailings required herein;
- C. to pay costs of the trustee and disbursement of the trust funds; and
- D. to pay the Arbitrator and reasonable costs incurred by the Arbitrator or the States in conducting the arbitrations.

If the amount of the above payments is less than the balance of the trust account at the conclusion of all restitution claims and arbitrations, any balance in the trust account shall be disbursed *pro rata* to the States. New Access shall deposit additional money in the trust account sufficient to meet such obligations if the amount of the above payments exceeds the trust account balance.⁵

22. New Access shall provide a billing credit in the amount of any account balance New Access believes is owed to it for the following former customers: Former customers who switched to New Access and left on or before January 31, 2004 but never paid any amount of the charges imposed by New Access.

⁵ With respect to Colorado, such funds, including interest thereon, shall be held by the Colorado Attorney General in trust to be used, first, for actual costs and attorney fees incurred by the Colorado Attorney General in this matter and, second, for consumer education and for consumer fraud and/or antitrust enforcement efforts.

23. New Access shall provide a complete accounting of the restitution procedure and the allocation of the trust account funds when all restitution claims have been paid and all arbitrations have been completed. The accounting shall include a list of consumers, separated by State, who were paid restitution and the amount of the payment, and an accounting of all amounts expended from the trust account. The States may request any further information reasonably necessary to understand the allocation of the trust account funds and the payment of restitution claims.

24. Failure to timely make any payments accelerates the obligation to make all payments required under this Assurance, and all such amounts will become immediately due.

Dated: 5-27-04

New Access COMMUNICATIONS L.L.C.



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Carrier Services
President and General Counsel

Dated: 5-27-04

Counsel:




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Dated: May 24, 2004

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Dated: 5/24/04

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In the Matter of NEW ACCESS COMMUNICATIONS, LLC

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Dated: 5/26/04

By: Kathy Fitzgerald

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Dated: May 26, 2007

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ATTORNEYS FOR
STATE OF MINNESOTA

Dated: _____

May 21, 2004


Cort Jensen
Consumer Protection Office
State of Montana



CORT JENSEN
Special Assistant Attorney General
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Dated: 5-24-04

JON BRUNING
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LESLIE CAMPBELL LEVY
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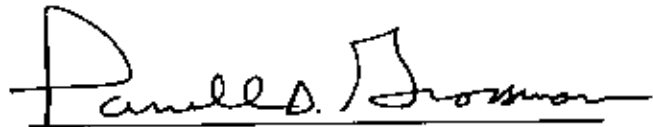
In the Matter of
New Access Communications LLC

ASSURANCE OF VOLUNTARY
COMPLIANCE/ASSURANCE OF
DISCONTINUANCE

Dated: May 26, 2004

State of North Dakota
Wayne Stenehjem
Attorney General

By:

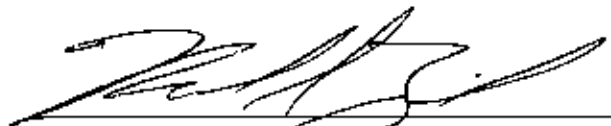
A handwritten signature in black ink, appearing to read "Parrell D. Grossman", written over a horizontal line.

Parrell D. Grossman, Director
Consumer Protection & Antitrust Division
Office of Attorney General
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ATTORNEYS FOR
STATE OF NORTH DAKOTA

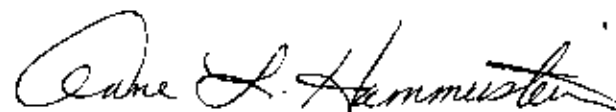
Dated: 5/25/04

JIM PETRO
Attorney General
State of Ohio



MICHAEL S. ZIEGLER
Assistant Attorney General
Office of the Ohio Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
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Dated: May 25, 2004



ANNE L. HAMMERSTEIN
Deputy Attorney General
Office of the Ohio Attorney General
Public Utilities Section
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On behalf of the Staff of the Public Utilities
Commission of Ohio

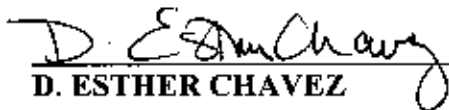
Dated: _____

GREG ABBOTT
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Dated: *May 24, 2004*

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Assistant Attorney General
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Attorneys for State of Wisconsin

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Exhibit A

STATE	CONTACT	FORM OF CHECK	TOTAL OF \$15 PAYMENT
COLORADO	Jay Simonson Assistant Attorney General 1525 Sherman Street, 5th Floor Denver, CO 80205 Phone: 303-866-5162 Fax: 303-866-5691	Colorado Department of Law	\$70,000
IOWA	Benjamin E. Bellus Assistant Attorney General Consumer Protection Division 1305 East Walnut Street Des Moines, IA 50319 Phone: 515-242-6536 Fax: 515-281-6771	Office of the Iowa Attorney General	\$70,000
MICHIGAN	Kathy Fitzgerald Assistant Attorney General Consumer Protection Division P.O. Box 30213 Lansing, MI 48909 Phone: 517-335-0855 Fax: 517-335-1935	State of Michigan	\$35,000
MINNESOTA	Prentiss Cox Assistant Attorney General 445 Minnesota Street, Suite 1400 St. Paul, MN 55101-2131 Phone: 651-297-4606 Fax: 651-296-9663	State of Minnesota	\$100,000

STATE	CONTACT	FORM OF CHECK	TOTAL OF \$15 PAYMENT
MONTANA	Cort Jensen Assistant Attorney General Consumer Protection Office 1219 8th Avenue Helena MT 59620 Phone: 406-444-5439 Fax: 406-444-9680	State of Montana	\$100,000
NEBRASKA	Leslie C. Levy Assistant Attorney General 2115 State Capitol Lincoln, NE 68509 Phone: 402-471-2811 Fax: 402-471-0006	State of Nebraska	\$35,000
NORTH DAKOTA	Parrell D. Grossman Assistant Attorney General Director, Consumer Protection & Antitrust Division Office of Attorney General 4205 State Street, P.O. Box 1054 Bismarck, ND 58502-1054 Phone: 701-328-5570 Fax: 701-328-5568	North Dakota Attorney General	\$70,000

STATE	CONTACT	FORM OF CHECK	TOTAL OF \$15 PAYMENT
OHIO	<p>Anne L. Hammerstein Deputy Attorney General Office of the Ohio Attorney General Public Utilities Section 180 East Broad Street, 9th Floor Columbus, OH 43215 Phone: 614-466-4937 Fax: 614-644-8764</p> <p><u>Additional Contact:</u> Michael S. Ziegler Assistant Attorney General Office of the Ohio Attorney General Consumer Protection Section 30 East Broad Street, 14th Floor Columbus, OH 43215 Phone: 614-466-3980 Fax: 614-466-8898</p>	Treasurer, State of Ohio	\$100,000
TEXAS	<p>D. Esther Chavez Assistant Attorney General Atty. Reg. No. 04162200 Consumer Protection Division P.O. Box 12548 Austin, TX Phone: 512-475-4628 Fax: 512-473-8301</p>	State of Texas	\$70,000
WISCONSIN	<p>Jim D. Jeffries Assistant Attorney General Wisconsin Dept. Of Justice P O Box 7857 Madison WI 53707 Phone: 608-267-8901 Fax: 608-267-2778</p>	Wisconsin Department of Justice	\$100,000

Exhibit B

Date
Consumer Name
Consumer Address

Re: Your Local and Long Distance Telephone Bill from New Access Communications

Dear [Consumer Name]:

Our Office has obtained records showing that you previously complained about telephone services provided by New Access Communications LLC ("New Access"). **As a result of the settlement of a consumer protection lawsuit against New Access by the [state] Attorney General's Office [and [State] Commission], you may have the right to receive a refund of \$50.**

You can receive a refund if: (1) neither you nor an adult member of your household authorized New Access to switch your telephone service and you have paid bills from New Access; (2) you canceled service with New Access but continued to receive bills from New Access and you paid some or all of the bills; (3) you did not receive savings represented to you by New Access at the time you switched service to New Access; or (4) the terms or price of New Access services were misrepresented to you.

If one or more of the above categories applies to you, please simply fill out the enclosed Claim Form, including a statement of the reasons for your claim, and mail it to "New Access Restitution Claims" in the enclosed envelope no later than **September 15, 2004**. You will receive a refund of \$50 unless New Access challenges your request. If New Access challenges your request, you will have the right to speak by telephone with a retired judge (arbitrator) who will decide how much of a refund, if any, to send to you.

If you believe that you are due more than \$50, you can request to speak with the retired judge (arbitrator) and ask for a larger refund. Please contact us at the phone number or address listed below for more information about this option.

For further information or assistance in filing a claim, please contact **[Attorney General (Commission)]** at _____.

Sincerely,

[AGO/Commission Signature]

Enclosure

Exhibit C

CLAIM FORM

Name: _____

Address: _____

Phone: () _____ - _____ (home)

() _____ - _____ (work) (is it OK to call at work? ☐ Yes ☐ No)

Phone no. at the time I was a New Access customer: _____ (if different)

1. Please send me a refund because (check all that apply):

- ☐ I did not receive the savings represented to me by New Access at the time I agreed to switch my service to New Access.
- ☐ Neither I nor any adult member of my household agreed to switch my service to New Access but I paid some or all of the bills for service from New Access.
- ☐ I continued to receive bills from New Access after I canceled my service and I paid some or all of the bills.
- ☐ The terms or price of New Access telephone services were misrepresented to me.

2. I want a refund of (check just one):

- ☐ \$50; OR
- ☐ An amount determined by a retired judge (arbitrator).

3. Please make a brief statement of the circumstances of your claim on the back of this form.

For help filling out this form and if you have any questions, please contact [State AGO/
Commission contact]